

# AMERICAN EXPRESS® CORPORATE CARDMEMBERS

## CAR RENTAL LOSS OR DAMAGE COVERAGE WORLDWIDE Subject to a Maximum of \$50,000

### FEDERAL INSURANCE COMPANY

A member of the Chubb Group of Insurance Companies

15 MOUNTAIN VIEW ROAD, WARREN, NEW JERSEY 07060

(Herein called the Company)

having issued MASTER POLICY # 64072375 for G.A.R.D. Trust for the Account of  
AMERICAN EXPRESS TRAVEL RELATED SERVICES COMPANY, INC.

HEREBY CERTIFIES that it insures, subject to all the Exclusions, Provisions and other terms of the Policy, all eligible American Express Corporate Cards, Executive Corporate Cards, Corporate Platinum Cards® and all eligible American Express Car Rental Business Travel Accounts issued in the United States and defined herein. *This certificate is not a contract of insurance. It contains only the principal provisions relating to the coverage and payment of loss under the Policy described herein. The insurance described in this certificate is automatically terminated if the Policy is canceled as provided therein or if the Covered Person ceases to fall within the definition of Covered Person as stated in the Policy. In the case of conflict between this Certificate and the terms of the Policy, the terms of the Policy control.*

### I. DESCRIPTION OF COVERAGE

The Company will reimburse the Covered Person up to a maximum of \$50,000 for amounts actually paid by the Covered Person for Loss or Damage to a Rental Automobile. Coverage is extended to include portable equipment supplied by the Commercial Rental Agency such as, but not limited to, a telephone, and all items not permanently installed but itemized in the rental agreement between the Covered Person and Commercial Rental Agency, up to a maximum of \$100.00. Coverage is provided if:

- a) the Covered Person has used the Corporate Card or Car Rental Business Travel Account to rent and pay for the Rental Automobile; and
- b) all conditions of the rental agreement for operating the Rental Automobile have been met; and
- c) the Covered Person rejected, at the time of rental, any waiver of liability for damage or similar option available from the Commercial Rental Agency, unless prohibited by the law; or
- d) any waiver of liability for damage or similar option is provided by the Commercial Rental Agency in an agreement between the Sponsoring Organization and the Commercial Rental Agency.

Coverage applies anywhere in the world, unless otherwise designated by the Sponsoring Organization on its enrollment form for the Policy.

#### LENGTH OF COVERAGE

The maximum length of coverage for a Rental Automobile, including rental extensions, shall not exceed forty-two (42) consecutive days. Rentals must be on a daily or weekly basis.

### II. DEFINITIONS

1. *Company* means Federal Insurance Company, 15 Mountain View Road, Warren, New Jersey 07060

2. *Sponsoring Organization* means the corporation, partnership, association, or any parent, subsidiary or affiliate thereof which employs the Covered Person and participates in the Policy by completing the required enrollment form and paying the premium.
3. *Covered Person* means (a) a holder or user authorized by the Sponsoring Organization of a valid Corporate Card (b) an employee of a Sponsoring Organization authorized to use a valid Car Rental Business Travel Account.
4. *Loss or Damage* means the direct and accidental loss (including theft, loss of use and towing, but excluding administrative fees) to a Rental Automobile. Loss of use is covered when the Commercial Rental Agency, during the time of repair, has a demand for a Rental Automobile and no other Rental Automobile is available, unless otherwise required by law.
5. *Rental Automobile* means a four-wheeled private passenger type motor vehicle or Passenger Van. A Rental Automobile must be designed for travel on public roads and rented from a Commercial Rental Agency. Trucks, including cargo vans and pickup trucks (but not sport utility vehicles); motorcycles; off road vehicles, motor bikes; mopeds; recreational vehicles; campers; trailers and Exotic Automobiles or Antique Automobiles are excluded.
6. *Passenger Van* means a four-wheeled passenger vehicle with a seating capacity and seat belts for two to fifteen occupants.
7. *Commercial Rental Agency* means an automobile rental agency licensed under the laws of the applicable jurisdiction which has not been excluded by the Sponsoring Organization on its enrollment form for the Policy.
8. *Exotic Automobile* means a vehicle with a suggested manufacturer's retail price of \$50,000 or more or an Aston Martin, Bentley, Bricklin, Cadillac Fleetwood Limousine, Daimler, De Lorean, Excalibur, Ferrari, Jensen, Jaguar, Lamborghini, Lincoln Limousine, Lotus, Maserati, Mercedes Limousine, Porsche or Rolls Royce.
9. *Antique Automobile* means a vehicle over twenty (20) years old or which has not been manufactured for ten (10) years or more.
10. *Policy* means the contract of insurance.
11. *Car Rental Business Travel Account* means a centrally billed account, maintained by American Express Travel Related Services Company, Inc., which is used by a Sponsoring Organization to charge a Rental Automobile.
12. *Corporate Card* means a charge card issued and billed in the United States to a Sponsoring Organization by American Express Travel Related Services Company, Inc. except for Corporate Cards beginning with the card numbers 37820, 37826, 37834, 37836 or 37127.

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### III. EXCLUSIONS

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Coverage does not apply to loss resulting directly or indirectly from:

- a) any dishonest, fraudulent or criminal act of the Covered Person;
- b) forgery;
- c) damage to the Rental Automobile when the Covered Person has violated the rental agreement;
- d) damage to the Rental Automobile while the Covered Person is legally intoxicated (as defined by the laws of the jurisdiction where the loss occurred) or under the influence of any narcotic unless prescribed by a physician and used as prescribed;
- e) intentional damage to the Rental Automobile by the Covered Person;
- f) war or confiscation by authorities;
- g) nuclear reaction or radioactive contamination;
- h) damage to tires, unless damaged by fire, malicious mischief or vandalism or stolen or unless the loss be coincident with a covered loss;
- i) damage which is due and confined to ordinary wear and tear, freezing, mechanical or electrical breakdown or failure, unless such damage results from a theft covered by the Policy;
- j) use of Rental Automobile to carry passengers or property for hire;
- k) use of Rental Automobile in tests, races or contests;
- l) expenses assumed, waived or paid by the Commercial Rental Agency or any entity other than the Cardmember;
- m) any vehicle which is not a Rental Automobile.

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### IV. WHEN COVERAGE BEGINS

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The coverage of the Covered Person begins automatically at the latest of the following:

- a) On the date the Policy is effective; or,
- b) On the date the Sponsoring Organization enrolls and pays the premium; or,
- c) On the date the Covered Person legally takes control of the Rental Automobile.

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### V. WHEN COVERAGE ENDS

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The coverage of the Covered Person ends automatically at the earliest of the following:

- a) On the date the Policy is terminated; or,
- b) On the expiration of the Policy term for which premium has been paid; or,

- c) On the date the Sponsoring Organization's Car Rental Business Travel Agreement is canceled; or,
- d) On the date the Covered Person's account is canceled; or,
- e) At the time the Commercial Rental Agency reassumes control of the Rental Automobile.
- f) On the date the Covered Person is no longer authorized to use the Car Rental Business Travel Account.

In the event of a, b, c, d or f of Coverage Ends, coverage continues on outstanding rentals until the Covered Person returns the Rental Automobile to the Commercial Rental Agency.

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### VI. CLAIM PROCEDURE

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The Covered Person must furnish the Company or its authorized representative with proof of loss. The initial notification of a loss must be reported immediately after the loss or as soon thereafter as reasonably possible, but not more than forty-five (45) days from a demand for payment from the Commercial Rental Agency. The initial notification may be reported to the Company or its authorized representative. Failure to comply with all of the terms and conditions of the Policy shall invalidate any claim.

A written proof of loss must be submitted within ninety (90) days from the date of initial notification of loss. It shall consist of a:

- a) completed claim form;
- b) copy of the charge receipt;
- c) copy of the rental agreement for the Rental Automobile;
- d) copy of the monthly rental log for the Rental Automobile to which the Damage or Loss occurred;
- e) copy of the police report, if the Damage or Loss exceeds \$500.00 and the police report is reasonably obtainable
- f) copy of the claim document provided by the Commercial Rental Automobile Agency indicating that the Covered Person was responsible for and paid the repair costs or loss (including theft, loss of use and towing).

To make a claim the Covered Person must submit the proof of loss to American Express Corporate Card Car Rental Loss or Damage Coverage c/o Claim Administrator, United Financial Adjusting Co., P.O. Box 94697, Cleveland, OH 44101-4697. The phone number is 1-800-848-0240.

A claim form will be sent to the Covered Person as soon as reasonably possible after receiving notice of a claim.